

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

KYLE STEWART,

Appellant,

v.

LIBERTY MUTUAL FIRE INSURANCE COMPANY,

Respondent.

DOCKET NUMBER WD72379

Date: July 26, 2011

Appeal from:
Boone County Circuit Court
The Honorable Kevin M. Crane, Judge

Appellate Judges:
Division Four: Lisa White Hardwick, Chief Judge, Presiding, James M. Smart,
Judge and Gregory Gillis, Special Judge

Attorneys:
Sidney E. Wheelan, Moberly, MO, for appellant.
Bruce A. Moothart and Ryan J. Watson, Kansas City, MO, for respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY

COURT OF APPEALS -- WESTERN DISTRICT

KYLE STEWART

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LIBERTY MUTUAL FIRE INSURANCE COMPANY,

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WD72379

Boone County

Before Division Four: Lisa White Hardwick, Chief Judge, Presiding,
James M. Smart, Judge and Gregory Gillis, Special Judge

Kyle Stewart appeals the summary judgment granted in favor of Liberty Mutual Fire Insurance Company on Stewart's breach of contract claim. Stewart contends the circuit court erred in determining that the anti-stacking language in his automobile liability insurance policy is not ambiguous.

AFFIRMED.

Division Four holds: The policy language challenged by Stewart is the same language which our court did not find ambiguous in *Farm Bureau Town & Country Ins. Co. of Mo. v. Barker*, 150 S.W.S.W.3d 103 (Mo.App. 2004). Because *Barker* has been distinguished from and is not in conflict with recent Supreme Court decisions finding ambiguities in the excess insurance provisions, we must apply it as precedent and affirm the summary judgment ruling.

Opinion by: Per Curiam

July 26, 2011

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